

CONTRACTOR/COMPANY CONTRACT AGREEMENT CERTIFICATION

Contractor shall use the left column in the table below to cross-reference the location of contract special condition items in the Contractor/Company Contract Agreement.

Cross-reference (page# & clause#)	Special Condition Clause#	Brief Description
	1.a.	Job Creation
	1.b.	Company Payroll Report
	1.c.	Employee Certification Report (ECR)
	1.d.	Contract Performance Statement Activities (Construction activities)
	1.e.	Company Liability
	1.f.	Transfer of Assets
	1.g.	Taxes
	1.h.	Quarterly Visit Accessibility
	1.i.	LMI Records and Reports
	1.j.	Ownership
	1.k.	Permits and Approvals
	1.l	Undocumented Workers
If applicable	1.m.	Real Estate Lease Agreement – Payment Schedule
	1.m (i)	Real Estate Lease Agreement – Lease Term
	1.m (ii)	Real Estate Lease Agreement – Date Lease Payments Shall Begin
	1.m (iii)	Real Estate Lease Agreement – Lease Servicing Provisions
	1.m (iv)	Real Estate Lease Agreement – Prohibition from Subleasing
	1.m (v)	Real Estate Lease Agreement – TDA Prior Approval of Lease Amendments
	1.m (vi)	Real Estate Lease Agreement – Lease Purchase Option
If applicable	1.n.	Private Infrastructure Repayment – Payment Schedule
	1.n. (i)	Private Infrastructure Repayment – Total Amount of Payments
	1.n. (ii)	Private Infrastructure Repayment – Date Payments Shall Begin
	1.n. (iii)	Private Infrastructure Repayment – Repayment Servicing Provisions
	1.n. (iv)	Private Infrastructure Repayment – TDA Prior Approval of Agreement Amendments

I hereby certify that the following requirements have been included in the Agreement between the City/County of _____ and _____ (company).

Name, Mayor/Judge

Date

Guide to Contractor/Company Contract Agreement Certification

Cross-Reference Description	Related Special Condition Terms
GENERAL PROVISIONS	1. A copy of an executed agreement between the Contractor and the Company, which shall include, at a minimum, the following terms and conditions:
Job Creation	a. A condition requiring the Company to create and/or retain jobs as specified in Exhibit A;
Company Payroll Report	b. A condition requiring the Company to submit to the Contractor a copy of the Company's payroll as needed to satisfy Department requirements. Payrolls may be in electronic file format and must verify the number of persons employed at the _____, Texas, location [**IF MULTI-LOCATION COMPANY - and payroll information of any other Company facilities operating within a ____-mile radius of the _____ location, including but not limited to facilities in the Cities of ____, ____, ____ and ____ as of the contract commencement date]. At a minimum, the payroll report(s) must provide the following employee information: <ul style="list-style-type: none"> (i) the employee's full name, (ii) unique employee identification number, [**IF MULTI-LOCATION COMPANY - per location,] (iii) the employee's gender and ethnicity, and (iv) an indication of whether employee is full time or part time as defined in the current version of the TxCDBG Project Implementation Manual (for each part time job, employer must document total hours worked per week);
Employee Certification Report	c. A condition requiring the Company to submit to the Contractor the following, no later than the twentieth (20th) day of the second (2nd) month after the calendar quarter end: <ul style="list-style-type: none"> (i) the Employee Certification Report, (ii) the first page of the Texas Workforce Commission Employer's Quarterly Report, and (iii) if the Company has more than one (1) location in Texas, a Quarterly Payroll Report;
Contract Performance Statement Activities	d. As specified in Exhibit A, the activities to be performed by the Contractor and the Company;
Company Liability	e. A condition specifying that the Company shall be liable to the Contractor for an amount not to exceed the Department's maximum contractual obligation and requiring the Company to repay the Contractor for contract funds expended in the event the Company does not fulfill its contractual responsibilities;
Transfer of Assets	f. A condition that restricts the Company from transferring assets out of the Company without the Department's written consent except during the normal course of business (i.e., cash, fixed assets used in the production process, and accounts receivable) during the contract period;

Guide to Contractor/Company Contract Agreement Certification

Cross-Reference Description	Related Special Condition Terms
Taxes	g. A condition requiring the Company to submit to the Contractor a certification that all state and federal taxes are currently paid or shall be paid within thirty (30) days after the contract commencement date and that all future taxes shall be paid when due. The Department or the Contractor may require at any time that the Company provide proof of payment of these taxes;
Quarterly Visits	h. A condition allowing the Contractor and the Department to have access and make on-site visits to the Company to assess or monitor the progress toward job creation, and requiring the Company to provide to local officials at the time of on-site visits information regarding job creation and any other information deemed necessary by the Contractor or the Department to administer the TCF contract and the agreement between the Company and the Contractor;
Records	i. Provisions requiring records to be kept and reports to be made regarding the documentation of LMI job creation and LMI percentages, LMI benefit and beneficiaries by race, ethnicity, gender and disability status in the same manner and to the same extent as the Department requires of the Contractor;
Ownership	j. A condition that restricts Company principals/principal from reducing their/his or her proportionate Company ownership without prior written approval from the Contractor and the Department during the contract period; (not applicable for publicly traded companies)
Permits	k. A condition requiring the Company to obtain any and all applicable permits or approvals required by any federal, state, or local entity or regulatory agency with jurisdiction;
Undocumented Workers	l. A condition requiring the Company to submit to the Contractor a certification that Company does not and will not knowingly employ any undocumented worker who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from Contractor, the Company is convicted of a violation under 8 U.S.C. 1324a(f), the Company shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Subtitle F, Title 10 of the Texas Government Code Sec. 2264.053, not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the Company of the violation;
REAL ESTATE	m. A condition requiring the Company to execute a lease agreement with the following conditions:
Payment Schedule	(i) The payment schedule, which must require lease payments to be made monthly to the Contractor, with a minimum payment of \$500 per month;
Lease Term	(ii) The lease term, which shall be a minimum of three (3) years or until the contract between the Contractor and the Department has been satisfactorily closed, whichever is longer, and a maximum of ____ years;
Date Lease Payments Begin	(iii) The date that lease payments shall begin, which is the first day of the third month following the earlier of the completion date of the activities described in Exhibit A or the date of occupancy by the Company;

Guide to Contractor/Company Contract Agreement Certification

Cross-Reference Description	Related Special Condition Terms
Lease Servicing Provisions	(iv) Lease servicing provisions that specify the entity responsible for collecting and accounting for the lease payments, to whom the payments are to be made, and the address where payments are to be made;
Prohibition from Subleasing	(v) A condition prohibiting the Company from subleasing the property or facility without the Department's prior written approval. If the Company is permitted to sublease the facility, the Company agrees to forward all payments received to the Contractor;
TDA Prior Approval of Lease Amendments	(vi) A provision that amendments to the lease agreement shall require prior written approval by the Department and shall result in the parties executing an amended agreement that includes an adjustment of the monthly lease payment and a calculation of a revised payment schedule; and
Lease Purchase Option	(vii) The lease agreement or future lease agreement(s) may contain a lease purchase option if the minimum purchase price equals the remaining principal amount originally funded by the Department that has not been recaptured through previous lease payments to the Contractor.
PRIVATE INFRASTRUCTURE	n. A condition requiring the Company to repay contract funds to the Contractor as follows:
Payment Schedule	(i) The payment schedule, which must require payments to be made monthly to the Contractor with a minimum payment of \$500 per month;
Total Amount of Payments	(ii) The total amount of payments equal to or less than the sum of all grant funds expended for infrastructure on private property;
Date Payments Begin	(iii) The date that the payments shall begin, which is the first day of the third month following the date of the certificate of construction completion;
Repayment Servicing Provisions	(iv) Details of the repayment servicing provisions that specify the entity responsible for collecting and accounting for the payments, to whom the payments are to be made, and the address where payments are to be made; and
TDA Prior Approval of Agreement Amendments	(v) A provision that amendments to the agreement, including a change in the total repayment amount, shall require prior written approval by the Department and shall result in the parties executing an amended agreement that includes an adjustment of the monthly payment and a calculation of a revised payment schedule.